



TRAVEL AND SUBSISTENCE PROVISION

FOR

METAL ROOFING SYSTEMS INSTALLER

IN

LOS ANGELES, ORANGE, RIVERSIDE
AND SAN BERNARDINO COUNTIES

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Statistics and Research
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

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September 21, 2010

**IMPORTANT NOTICE TO AWARDING BODIES
AND ALL INTERESTED PARTIES REGARDING A CORRECTION
TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS**

Dear Public Official/Other Interested Parties:

TYPE OF WORK: Metal Roofing Systems Installer (p. 2J-6)

DETERMINATION: C-MR-2010-1F

LOCALITY: All localities within Los Angeles, Orange, Riverside and San Bernardino Counties

The contract provisions (holiday and travel and subsistence) that were published in the August 22, 2010 issuance for the classification of Metal Roofing Systems Installer in Los Angeles, Orange, Riverside and San Bernardino Counties as identified in the 07/01/01 – 06/30/07 Collective Bargaining Agreement between *Sheet Metal Air Conditioning Contractors' National Association and Sheet Metal Workers' International Association Local Union 105* were inadvertently posted from an expired collective bargaining agreement by the Department of Industrial Relations.

In addition, Orange and Riverside Counties were inadvertently omitted from the cover pages for Scope of Work, Holiday, and Travel and Subsistence provisions.

The correct contract provisions and counties as identified in the 07/01/07 – 06/30/11 Collective Bargaining Agreement between *Sheet Metal Air Conditioning Contractors' National Association and Sheet Metal Workers' International Association Local Union 105*, have been posted on the internet @ <http://www.dir.ca.gov/dlsr/pwd> or contact the Prevailing Wage Unit @ 415-703-4774.

**SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION
LOCAL UNION 105**

&

**SHEET METAL AIR CONDITIONING
CONTRACTORS' NATIONAL ASSOCIATION**

**SMACNA LOS ANGELES
&
ORANGE EMPIRE SMACNA**

R E C E I V E D
Department of Industrial Relations

JAN 24 2008

Div. of Labor Statistics & Research
Chief's Office

COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2007 TO JUNE 30, 2011

SECTION 2. When employed outside of the limits specified in Section 1 of this Article, and within the jurisdiction of the Union, employees shall provide transportation for themselves which will assure their arrival at the limits specified in Section 1 of this Article at regular starting time, and the Employer shall provide or pay for all additional transportation for such jobs, including transportation from such job back to the limits specified in Section 1 of this Article which will assure arrival at such limits at quitting time. As an alternative to the foregoing method, travel expense may be paid by a zone or other method of payment. If this alternative method is used, it will be provided in a written addendum attached hereto. If an Employer sends an employee to perform work outside of the territorial jurisdiction of the United States of America or Canada, travel pay and/or subsistence arrangements shall be negotiated locally.

The parties intend travel pay to fairly compensate employees for travel, not to place contractors at a competitive disadvantage due to geographic location or to create artificial barriers against out of area contractors.

ADDENDUM NO. 15
ZONE CENTER AND ZONE RATES

SECTION 1. Zone centers shall be established as follows:

Zone A:	57 and 10 Freeways Crossing
Zone S:	Employer's shop

SECTION 2. The Employer, upon execution of this Agreement, shall select either Zone A or Zone S as his zone center. The zone center for Employers not signatory to an Agreement with Local Union 105 shall be Zone A.

SECTION 3. The Employer upon execution of this Agreement shall operate from such zone center for the duration of said Agreement. Any Employer who moves his original, permanent shop shall designate his choice of Zone "S" or Zone "A" for any jobs started after moving his shop location and operate from said Zone Center for the duration of this Agreement.

SECTION 4.

Zone 1	0 - 40 miles	FREE
Zone 2	40+ - 75 miles	\$20.00
Zone 3	75+ - 100 miles	\$30.00
Zone 4	100+ - 125 miles	\$50.00**

**Within the Local Union 105 territorial jurisdiction. Refer also to the Subsistence Addendum.

SECTION 5. The above zone rates shall apply on days worked only. No travel time will be allowed on the above zone rate schedule except as hereafter specified in this Agreement and Employees are to report to work on the jobsite at the approved starting time and remain until quitting time as defined in these Addenda. The Employer must post a map in his shop showing these rates.

SECTION 6. When an Employee travels from home to a job in a zone area and back to home he shall receive the zone rates and no mileage will be paid.

SECTION 7. When an Employee reports to work in one zone and is transferred to another zone within the same working day, the Employee must receive the highest zone rate plus mileage from job to job.

SECTION 8. When an Employee travels from shop to job and job to home, he shall receive $\frac{1}{2}$ of the prevailing zone rate plus mileage from shop to job.

SECTION 9. Mileage shall be paid at the rate determined by the Internal Revenue Service per mile when an Employee uses transportation other than that supplied by the Employer, traveling from shop to job, from job to job, or from job to shop. Mileage rates shall be effective annually on the first of July for IRS rate changes on or before the 30th of May.

SECTION 10. An Employee transporting materials using the Employer's vehicle shall be paid the proper overtime rates before and after regular working hours, except when the Employee is furnished a company vehicle on a twenty four (24) hour basis, and the material is loaded and unloaded on company time.

SECTION 11. When the immediate work site falls on a dividing zone line, the highest zone rate will prevail.

SECTION 12. When an immediate work site cannot be reached directly from one zone to another and a higher zone must be passed through to reach the work site, then the highest zone rate shall be paid.

SECTION 13. If the Employer furnishes company transportation for the Employee, no zone pay shall be paid within the territorial jurisdiction of Local Union 105, and the Employee shall report to the jobsite at the regular starting time and leave at the regular quitting time.

SECTION 14. An Employee who is furnished company transportation shall be paid in accordance with Section 4 on all jobs beyond Zone 1 when working outside the jurisdictional boundaries of Local Union 105.

SECTION 15. Any claim for past due zone pay filed by an Employee with Local 105 shall be null and void when more than thirty (30) days has expired since the violation occurred.

The Employer shall not be relieved of his responsibility for zone pay payments under the disclaimer clause in this Section.

SECTION 16. No zone pay shall be paid for working in the shop.

ADDENDUM NO. 16 SUBSISTENCE AND OUT OF TOWN

SECTION 1. All work beyond one hundred (100) miles from the Zone Center is out of town work and subsistence conditions shall apply. The subsistence rate is sixty dollars (\$60.00) per day or actual expenses, whichever is higher, at a jobsite more than 125 miles from the Zone Center and within the Local Union territorial jurisdiction.

SECTION 2. When working in the jurisdiction of another Local Union beyond one hundred (100) miles from the zone center, the Employer agrees to pay the Employee sixty dollars (\$60.00) per day, or the subsistence rate as outlined in the Local Union Agreement in the jurisdiction of the Local Union where the work is to be performed, or actual expenses incurred, whichever is higher.

Any Employee required to work out of the jurisdiction of Local 105 shall receive his weekly subsistence in advance. For five days or more worked out of the jurisdiction of Local 105, subsistence shall be paid on a seven day basis, or actual expenses, whichever is higher. When an Employee works one hundred, twenty-five (125) miles from the Zone Center, within the jurisdiction of Local Union 105, and work continues into the following week and, the Employee remains in said area, subsistence shall be paid on seven (7) day basis, or actual expenses, whichever is higher.

If the Employee chooses to travel from the jobsite to home, he shall be responsible for furnishing his own gasoline for each trip.

For each round trip beyond one hundred (100) miles from the zone center required by the Employer, where the Employer does not furnish transportation, the Employee shall be reimbursed for transportation at the rate determined by the Internal Revenue Service per mile for said transportation. Mileage rates shall be effective annually on the first of July for IRS rate changes on or before the 30th of May.

SECTION 3. On work assignments or jobs of more than one day duration, travel time shall be paid at the straight time rate of pay during the regular working hours, Monday through Friday. When an Employee is required to travel to and from the jobsite and home before regular working hours or after regular working hours, the Employee shall be compensated hourly travel time expense at a rate equivalent to seventy-two percent (72%) of the Journeyman wage and fringe benefit package.

SECTION 4. No subsistence payment will be required on a job of one day duration on out-of-town work and the Employee shall receive the proper overtime rates of pay before and after the regular working hours in addition to mileage to and from the jobsite at the rate determined by the Internal Revenue Service per mile when the Employer does not furnish transportation. Mileage rates shall be effective annually on the first of July for IRS rate changes on or before the 30th of May.

SECTION 5. An Employee may be required by the Employer to travel by public transportation (airplane, train, etc.) and in such event, he shall be paid travel time at the straight time rate of pay during the regular working hours, Monday through Friday, from home to destination and from destination to home. Hourly travel time expense at a rate equivalent to seventy-two percent (72%) of the journeyman wage and fringe benefit package shall be paid for other than regular working hours for such travel from home to destination and return.

SECTION 6. Catalina and off-shore islands shall be considered as out-of-town subsistence work and the Employer agrees to pay the Employee the subsistence rate as outlined above.

SECTION 7. Any claim for past due subsistence payments filed with Local No. 105 by an Employee shall be null and void when more than 30 days has expired since the violation occurred. The Employer shall not be relieved of his responsibility for subsistence payment under the disclaimer clause in this Section

ADDENDUM NO. 17 INLAND EMPIRE

SECTION 1. Inland Empire work is described as non-prevailing wage jobsites, and Employers, located in Riverside and San Bernardino Counties.

SECTION 2. The Journeyman taxable wage for work under this Addendum shall be ninety percent (90%) of the Minimum Journeyman Wage scale. Section 6 of the Minimum Wage Scale Addendum shall apply when contribution increases to established fringe benefit funds are required by the trustees for maintenance of benefits.

SECTION 3. Journeymen working under this Addendum shall receive all fringe benefits as outlined in the Minimum Wage Addendum. Apprentice and Classified Worker wage scales shall not be affected by this Addendum.

SECTION 4. The ratio for work performed under this Addendum shall be 50/50 Journeymen to Classified Workers and/or Apprentices.

SECTION 5. This Addendum shall not apply to fabrication of sheet metal products for sale or, Testing, Adjusting and Balancing work.

SECTION 6. This Addendum shall not apply to prevailing wage work regardless of location.

SECTION 7. This addendum shall only apply to Employers whose primary business is located in Riverside or San Bernardino counties. This addendum shall not apply to sub-offices or satellite office locations.

SECTION 8. Once an Employer has been found in violation of any section of this Addendum by the Local Joint Adjustment Board, the Employer shall not be eligible to utilize this Inland Empire Addendum for the duration of this Agreement.

ADDENDUM NO. 18 SECURITY GATES

On remote jobsites on out-of-town work when an Employee is required to report to any security guarded gate, he shall be paid mileage, in addition to subsistence, unless he lives within ten (10) miles from the jobsite, or unless the Employer furnishes transportation, and the Employee shall report to the security guarded gate at the established starting time and leave the gate at the established quitting time.

ADDENDUM NO. 19 PARKING

SECTION 1. The Employer shall reimburse the Employee for actual parking expenses incurred by the Employee. No Employee shall be required to park any farther away than the adjacent block on which the shop or jobsite is located, if available.

SECTION 2. For purposes of defining distances required for parking, Section 1 is only applicable if the blocks adjacent to the jobsite are deemed to be the equivalent of an average city block.

SECTION 3. The Employer shall pay for all toll charges for toll roads, bridges, etc. except while the Employee is commuting to and from work.

SECTION 4. When Section 1 is not applicable (as defined in Section 2) and when an Employee is required by the Employer to park farther away from the shop or jobsite than mentioned in Section 1 above, his starting time shall start at his assigned place of work, or if applicable, the appropriate gang box, and his quitting time will be in the parking lot.